**Success Letter**

I am pleased to inform you that KCDC is prepared to accept your offer for the solicitation referenced below and subject to the parts of this packet. The three parts are:

1. The Success Letter: KCDC uses the Success Letter to delineate all of the costs and terms of the award. Non-listed cost or conditions are not part of the award. You need to read, sign and return the Success Letter via email. Make any corrections but note that KCDC must formally accept additions or changes before they are effective. KCDC usually acknowledges acceptance by a reply email. Your signature is required.

2. KCDC’s Vendor Excellence Program: KCDC has high expectations when partnering with vendors. The Vendor Excellence Program information details these expectations. Vendors must not accept awards if they cannot adhere to the expectations. This item and item 3 have a joint signature section.

3. KCDC’s Principles and Standards of Ethical Vendor Conduct: KCDC established these standards to ensure vendors understand the ethical expectations that KCDC has for them. Adherence to these standards is a requirement of the award. This item and item 2 have a joint signature section.

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| **General Information** | |
| **Date** | 10-24-18 |
| **Solicitation Name and Number** | Distress Scene Cleanup Services Q1913 |
| **Start Date (Approximate)** | 10-29-18 |
| **End Date (Approximate)** | 10-31-19 |
| **Options to Renew** | Four, one year options to renew |
| **Vendor Contact Points** | |
| **Vendor** | Bio Solutions Tennessee |
| **Contact Person** | Scott Hodler |
| **Telephone Number** | 865.730.2461 |
| **Cell Number** | 865.730.2461 |
| **E Mail** | [info@biosolutionstn.com](mailto:info@biosolutionstn.com) |
| **KCDC Contact Points** | |
| **Your Primary Contacts at KCDC are** | The various site managers (see the chart in the “Pre-Award Meeting Agenda). |
| **Your Primary Administrative Contact) at KCDC is** | Terry McKee, Procurement Director, at [tmckee@kcdc.org](mailto:tmckee@kcdc.org) or 865.403.1133. |
| **Required Documents** | |
| **Insurance Certificate Required** | **Yes**  **No**  KCDC must have before work begins |
| **Section 3 Plan** | **Yes**  **No**  KCDC must have before work begins |

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| **Costs** | |
| Prompt Payment Discount | 5%/5 days |
| Mastercard at No Additional Cost | Yes |
| Each hour of service between 8:00 a.m. and 5:00 p.m. weekdays | $150.00 |
| Each hour of service between 5:00 p.m. and 8:00 a.m. weekdays and all hours on weekends and holidays. | $175.00 |
| Each hour of service for an additional person, as authorized by KCDC, at scene between 8:00 a.m. and 5:00 p.m. weekdays. | $125.00 |
| Each hour of service for an additional person, as authorized by KCDC, at the scene between 5:00 p.m. and 8:00 a.m. weekdays and all hours on weekends and holidays. | $150.00 |
| Disposal fee for additional Bio Hazard Containers | $85.00 |
| Hauling and Disposal fee for Bio-Hazard Containers | $125.00 |
| Response/Truck Fee (If any) | $150.00 |
| OSHA Required PPE | $60.00 |
| Biowash & Rinse (with antimicrobial solution) affected areas (per assignment) | $125.00 |
| Disposable Cleaning Supplies (per assignment) | $80.00 |
| ULV Fogging (if required) (likely will use this or deodorize not both) | $150.00 |
| 150. | $150.00 |
| Respirator (if needed) | $45.00 |
| Flooring Removal (in needed) per square foot | $2.50 |

Please begin the process of obtaining your insurance certificate and forwarding it to Terry McKee. Additionally any subcontractors need to begin obtaining the same insurance certificates for KCDC.

Please contact me at 403-1133 x1134 or [tmckee@kcdc.org](mailto:tmckee@kcdc.org) if you have questions.

Respectfully,

**Terry McKee**

Terry McKee

Procurement Director

**KCDC’s Vendor Excellence Program (CHIP)**

KCDC wants excellence from its vendors as they perform tasks for KCDC. Vendor expectations include:

**Communication**

KCDC uses a variety of communication methods but primarily emails, texting and calling to interact with vendors. Rapidly, calling is falling out of favor and staff emails and texts vendors. Vendors must:

* Respond promptly to emails/texts-within 24 hours
* Not require follow up emails/texts to prompt responses to initial emails or texts
* Let KCDC know in advance of delays, problems, changes or failures to meet agreed to deadlines
* Let KCDC know of better ways to achieve its goals
* Provide invoices as directed

**Honesty/Trustworthiness**

A business relationship cannot sustain without honesty and trust between the parties. While both parties will have different goals, they have a common goal of serving KCDC‘s needs. Vendors must:

* Admit errors and mistakes
* Make mistakes right
* Suggest cost savings ideas
* Invoice honestly

**Innovation**

KCDC’s business partners must be knowledgeable and cutting edge. KCDC wants partners who are constantly improving and refining the way they conduct business. Vendors must:

* Be constantly learning
* Be involved in trade organizations
* Tryout new ideas and concepts for efficiency and cost savings

**Professionalism**

KCDC wants to work with vendors who project a professional image in their appearance, literature and workmanship. Vendors must:

* Have and properly use appropriate operable equipment
* Present an appropriate professional appearance commiserate with the job
* Refrain from relationships with KCDC residents beyond a typical business level
* Use appropriate business language
* Comply with the appropriate safety measures

**KCDC’s Principles and Standards of Ethical Vendor Conduct**

KCDC is committed to the highest ethical standards and to the stewardship of resources and expects vendors to share this commitment. This document contains principles and conduct standards for vendors (hereafter defined to include owners, employees and subcontractors) providing goods and services to KCDC.

**Employee Knowledge**

The vendor is responsible for making those performing work for KCDC aware of KCDC’s Principles and Standards of Ethical Vendor Conduct as well as all solicitation requirements applicable to KCDC work.

**Compliance with Laws and Regulations**

Vendors must comply, both in letter and in spirit, with applicable laws, rules, and regulations of all levels of government in the United States.

**Competent Employees**

Only individuals that have the skills, expertise and certifications necessary to safely perform and complete the work are to perform work for KCDC.

**Conflicts of Interest**

Vendors must ensure there is no actual, appearance or perception of unethical behavior by the vendor in dealings with KCDC. To avoid potential conflicts, vendors shall disclose to KCDC any known direct or indirect financial interests in a vendor held by any KCDC employee.

**Confidentiality**

Vendors will maintain the confidentiality of information including all non-public information. The obligation to preserve confidential information continues even after a vendor’s business relationship with KCDC ends.

**Protection and Proper Use of KCDC’s Assets**

Vendors will protect KCDC’s assets and ensure their proper and efficient usage.

**Timely and Truthful Reporting**

Vendors will make disclosures that are full, fair, accurate, timely and understandable when preparing documents and reports submitted to or filed with KCDC, federal, state and other local authorities.

**Harassment and Discrimination**

Vendors will comply with applicable federal, state and local laws, rules, regulations and statutes prohibiting discrimination. Vendors will conduct themselves in a professional manner and treat others with respect, fairness and dignity.

**Gifts and Gratuities**

Vendors are advised of and will conform to KCDC’s policy that “KCDC’s commissioners, officers and employees may not accept, directly or indirectly, any money, gift, gratuity or other consideration or favor of any kind from anyone other than KCDC.

However, a gift or gratuity that is not cash or a cash equivalent (such as a check or gift card), and which has a value of $50.00 or less, shall not be interpreted as an attempt to influence the action of the KCDC Commissioner, officer or employee.”

**Raising Concerns**

Vendor will report questionable activities to KCDC’s Procurement Director at [purchasinginfo@kcdc.org](mailto:purchasinginfo@kcdc.org)or report the matter directly to KCDC’s General Counsel.

These Principles and Standards of Ethical Vendor Conduct are not a contract and no rights or obligations are imposed on KCDC or the vendor by this document. In case of conflict between the Principles and Standards of Ethical Vendor Conduct and an award, the terms of the award prevail.

**Vendor agrees to KCDC’s:**

* **Principles and Standards of Ethical Vendor Conduct**
* **Vendor Excellence Program**
* **Solicitation, addendum, the vendor’s response and the pricing/terms detailed herein**

Signed by:

Printed Name:

Title:

Date: